

UNOFFICIAL COPY

Consumer Loan 69-3017084

This instrument was prepared by:

Dolores J. Schwebel.....

(Name)

7111 W. Foster/Chicago, IL 60656.....

(Address)

MORTGAGE

901-12981

THIS MORTGAGE is made this 19th day of March 1990, between the Mortgagor, ESTHER STOPA, K/N/A ESTHER M. LEE, MARRIED TO RODNEY C. LEE (herein "Borrower"), and the Mortgagee, LIBERTY BANK FOR SAVINGS, A CORPORATION OF ILLINOIS, a corporation organized and existing under the laws of THE STATE OF ILLINOIS whose address is 7111 W. Foster/Chicago, IL 60656 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,000.00, which indebtedness is evidenced by Borrower's note dated March 19, 1990, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on April 7, 1995;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois: Parcel 1: Unit Number 1903, in Nantucket Cove Condominium, as delineated on plat of survey (Condominium) of the following described Real estate: Certain Lots or portions thereof in parts of Nantucket Cove Subdivision, being subdivisions of part of the South West 1/4 of Section 26 and Part of the South East 1/4 of Section 27, Township 41 North, Range 10 East of the Third Principal Meridian, (hereinafter referred to as parcel); which plat of survey is attached as exhibit "B" to the declaration of condominium ownership and of easements, restrictions and covenants for Nantucket Cove Condominium as recorded as Document Number 22957844, as aforesaid, together with its undivided percentage interest in said parcel (except from said parcel all the property and space comprising all the units thereof as defined and set forth in declaration and survey) in Cook County, Illinois. Parcel 2: Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements dated January 1, 1975 and recorded January 8, 1975 as Document Number 22957843 and as created by deed from LaSalle National Bank as Trustee under Trust Agreement Dated January 21, 1974 and known as Trust Number 47172 to Alan E. Sadur dated May 22, 1979 and Recorded August 1, 1979 as Document Number 25078653 for Ingress and Egress in Cook County, Illinois.

Commonly known as: 222 Nantucket Harbor / Schaumburg, Illinois 60193 Unit 1903
Permanent Real Estate Index No. 07-27-302-055-1239

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THIS IS A JUNIOR MORTGAGE

901-12981

which has the address of 222 Nantucket Harbor

Schaumburg

(Street)

(City)

Illinois 60193 (herein "Property Address");
(Zip Code)

-00 143981

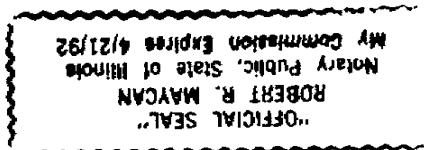
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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901 x 0 El

(Spare Beechwood) This line is reserved for (Reader and Recorder) —



My Commission expires:

Given under my hand and official seal, this 1st day of March 1990

Roberto B. Rodriguez, a Notary Public in and for said county and state, do hereby certify that Roberto Rodriguez, Notary Public, H/N/A 15274, MARSHALD TO, RODRIGUEZ C., LFE, personally known to me to be the same person(s) whose name(s) appear above, subscriber to the foregoing instrument, appeared before me this day in person, and for me to witness, that he/she signed and delivered the said instrument free voluntarily acts, for the uses and purposes, herein set forth.

STATE OF ILLINOIS **COURT OF APPEALS** **COUNTY OF ST. LUCAS**

Friedman C. Lee
-Bordrower

E/N/A Esther M. Lee
-Bordrower

Esther Stoga
-Bordrower

Barbara Friedman C. Lee
-Bordrower

In witness whereof, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

MORTGAGES OR DEEDS OF TRUST
AND FORECLOSURE UNDER SUPERIOR
REPOSES FOR NOTICE OF DEFAULT

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents and management fees past due. All rents collected by the receiver shall be applied first to payment of the costs of Property including those rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver's management of the Property and collection of rents, included, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be entitled to all sums secured by this Mortgage. Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of reordination, if any.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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19. **Assignment of Rents; Appointments of Reelers;** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that (i) Borrower shall pay all such rents as they become due and payable.

Lenders' interest in the property and Borrower's obligation to pay the sums secured by this Mortgage shall remain unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain

which would be due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, including attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the loan of this Mortgage

18. Borrower's Right to Remedy. Notwithstanding anything contained in the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage due to Borrower's breach, Borrower to enter into a judgment entitling this Mortgagor to (a) Borrower pays Lender all sums

forreidose are by their nature limited to, reasonable attorney fees and costs of documentation, evidence, witnesses and

Based on the above analysis, it can be inferred that the main reason for the significant increase in the number of cases in the first half of 2020 was the implementation of strict control measures by the government to prevent the spread of the virus. The strict control measures, such as the ban on public gatherings and the closure of non-essential businesses, effectively reduced the transmission of the virus. However, the strict control measures also had a negative impact on the economy, leading to a sharp decline in economic activity and a significant increase in unemployment rates.

the breach; (2) the action required to cure such breach; (3) a date, not less than 14 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) the failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial or nonjudicial proceedings, and

17. Acceleration: Remedies, Except as provided in paragraph 16 hereof, upon demand of any owner, shall give notice to borrower in this mortgage, including the contingencies to pay when due any sums secured by this mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 16 hereof spelling: (1)

Downward arrow with text "pay some sums due to the Government in respect of certain persons" points to section 2(2)(b) of the Income Tax Act, which defines "income" as follows:

If Lender, on the basis of any information obtained regarding the transference, reasonably determines that Lender's security may be impaired, or if there is an unacceptable likelihood of a breach of any covenant or agreement, this mortgage may be transferred, or it may be accelerated without notice to Borrower.

16. Transfer of the Property, If Borrower sells, or transfers all or any part of the Property or an interest therein, excepting (a) the creation of a lien or encumbrance such as relate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c), the grant of any leasehold interest of three years or less not constituting an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transaction as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and

15. **Rehabilitation Loan Agreement.** Borrower shall utilize all of Borrower's obligations under any home rehabilita-
tion, improvement, repair, or other loan agreement with Lender to make improvements to the Property.
with improvements made to the Property.

14. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recording hereon.

complaints shall not exceed one-half of the principal amount of this Note which can be brought under the corresponding provision, and to this end the promissory note of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees", include all sums to the extent not prohibited by applicable law or limited

13. **Covered and Laws Separability.** The state and local laws applicable to this Mortgage shall be the laws of the state in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to jurisdiction in which the Property is located. The Mortgagee or the Note holder may file a complaint in any court of competent jurisdiction to enforce the terms of this Mortgage, notwithstanding any provision of this Mortgage to the contrary.

addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided hereunder. Any notice addressed to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this section, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this section, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower's interest in the Property.

mortgagee, grant and convey to Lender under the terms of this Mortgage, (d) is not personally liable on the Note or under this Mortgage, and (e) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forgive, or make any other accommodations with respect to the terms of this Mortgage or the Note without releasing that Borrower or modifying this Mortgage as to the Note without consent and without regard to the terms of this Mortgage or the Note.

11. **Succesors and Assigns Bound; Joint and Several Liability; Co-signers.** The coventants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgagae, but does not execute the Note, (a) is co-signing this Mortgage only to

original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Borrower Not Releasable; Forfeiture Clause By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgag e by reason of any demand made by the Lender shall not operate to release, in any manner, the original Borrower and Successor in interest of Borrower from liability of the original Borrower and Successor or to any other person or persons who may hereafter be entitled to the sums secured by this Mortgage by Lender to any sums secured by this Mortgage by reason of any demand made by the Lender shall not be required to come into possession of the original Borrower and Successor or to refuse to extend time for payment or modification of the sums secured by this Mortgage by reason of any demand made by the Lender.